



PATRICIA S. PLOEHN, LCSW  
Director

## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

December 12, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER ONE  
TO EXTEND KINSHIP, EDUCATION, PREPARATION AND SUPPORT  
TRAINING PROGRAM AGREEMENT NUMBER 74743  
(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor to sign Amendment Number One (Attachment A) to Agreement Number 74743 with The Community College Foundation (TCCF) to extend Kinship, Education, Preparation and Support (KEPS) Training Program for six months, effective January 1, 2007 through June 30, 2007. The cost of this amendment is \$615,161 and will be financed using 75% Federal, 17.5% State, and 7.5% net County cost (NCC). Sufficient funding is included in the FY 2006-07 Adopted Budget. Additionally, TCCF's subcontractors will provide an in-kind match of \$161,911 for the six months extension.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of extending this Agreement is to continue providing KEPS Training Program to Kinship Care Providers and to allow DCFS to develop and complete a new solicitation process without a lapse in service. In addition, DCFS is revising the curriculum and plans to solicit for multiple providers to provide these services. The current Agreement with TCCF will expire on December 31, 2006. Furthermore, State regulations Manual Letter OPS 89-01, chapter 23-622.2 allows extension of an existing contract for a period not to exceed six (6) months if such extension is necessary to allow time for new bidding.

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1 (Service Excellence), and Goal #5 (Children and Families Well-Being) by providing quality training and support program to Kinship Care Providers and offering them a firm foundation of knowledge, skills, and attitudes regarding foster care to enhance their ability to care for the children placed in their homes.

### **FISCAL IMPACT/FINANCING**

The cost to extend the KEPS Agreement for six months is approximately \$615,161, effective January 1, 2006 through June 30, 2006, and will be financed using \$461,371 (75%) Federal revenue, \$107,653 (17.5%) State revenue, and \$46,137 (7.5%) NCC. Sufficient funding is included in the FY 2006-07 Adopted Budget. In addition, TCCF's subcontractors will provide an in-kind match of \$161,911 for the six months extension period. The total program cost including the in-kind match is \$777,072.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The current Agreement with TCCF was approved by your Board on January 20, 2004 for the period January 20, 2004 through December 31, 2004, with two (2) one-year options to extend the term of the Agreement through December 31, 2006. The Maximum Annual Contract Sum is \$1,230,322, with a maximum three-year Total Contract Sum of \$3,690,966. Two (2) one-year options were exercised, the first on October 7, 2004, and the second on December 1, 2005. The TCCF's subcontractors provided an in-kind match \$323,821 per year. The new Maximum Contract Sum including the six months extension is \$4,306,127. TCCF will provide the in-kind match of \$161,911 under the extension amendment.

TCCF provides training to relative and non-relative extended family member care providers (Kinship Care Providers) for a foundation of knowledge, skills, and attitudes regarding foster care to enhance their ability to care for children placed in their homes. The training program enables children to be placed with extended family members and retain positive social and familial affiliations. Because of the training received, Kinship Care Providers are able to provide quality care to children in placement.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Amendment. This Amendment complies with all Board and the Chief Administrative Office requirements.

The CAO and County Counsel have reviewed this Board letter. County Counsel has approved the Amendment as to form.

**CONTRACTING PROCESS**

No additional contracting process was needed for this Amendment.

**IMPACT ON CURRENT SERVICES**

KEPS Training Program is vital to the health, safety and well being of children, which is the primary mission of DCFS. Approval of Amendment Number One will ensure continuation of KEPS Training Program without any disruption to the families in all five Supervisorial Districts.

**CONCLUSION**

Upon approval by your Board and execution of the Amendment by the Mayor, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board Letter and attachments to:

1. Department of Children and Family Services  
Contract Development/Fiscal Management  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Walter Chan, Manager
2. Office of the County Counsel  
Social Services Division  
Attention: Diane Cachenaute, Paralegal  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 602  
Los Angeles, CA 90012

Respectfully submitted,



PATRICIA S. PLOEHN, LCSW  
Director

TP: WC  
SN:sm

Attachment (1)

c: Chief Administrative Office  
County Counsel

**AMENDMENT NUMBER ONE**

**TO AGREEMENT NUMBER 74743**

**FOR**

**KINSHIP EDUCATION, PREPARATION, AND SUPPORT (KEPS)  
TRAINING PROGRAM**

**AMENDMENT NUMBER ONE  
TO AGREEMENT NUMBER 74743 FOR  
KINSHIP EDUCATION, PREPARATION, AND SUPPORT TRAINING PROGRAM**

This Amendment Number One ("Amendment One") to Kinship Education, Preparation, and Support Training Program Agreement, adopted by the Board of Supervisors on January 20, 2004, is made and entered into by and between County of Los Angeles, ("COUNTY"), and The Community College Foundation, ("CONTRACTOR"), on this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

**WHEREAS**, the purpose of this Amendment Number One is to extend the term of Agreement Number 74743 for six additional months, commencing January 1, 2007 through June 30, 2007;

**WHEREAS**, this change is made pursuant to Section 22.0, CHANGES AND AMENDMENTS, Subsection 22.1, of the Agreement; and

**NOW THEREFORE**, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR agree to amend said Agreement as follows:

1. **TABLE OF CONTENTS** is modified to add Sections 53.0 and 54.0 to read as follows:

53.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

54.0 AMERICANS WITH DISABILITIES ACT (ADA)

2. Section 1.0 **APPLICABLE DOCUMENTS AND DEFINED TERMS**, subsections 1.2 and 1.3 are modified to add Exhibit B-1 and M and read as follows:

1.2 Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, and M set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	- Statement of Work
Exhibit B	- Budget
Exhibit B-1	- Budget For Six Months
Exhibit C	- Certification of Independent Price Determination
Exhibit D	- Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	- Community Business Enterprise Form (CBE)
Exhibit F	- Employee Acknowledgement and Confidentiality Agreement
Exhibit G	- Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H	- Internal Revenue Notice 1015
Exhibit I	- Child Support Compliance Program Certification
Exhibit J	- Jury Service Program Certification
	- Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K	- Safety Surrendered Baby Law
Exhibit L	- List of Subcontractors
Exhibit M	- Charitable Contributions Certification Program

3. Section 3.0 **TERM AND TERMINATION**, Subsection 3.3 is added to read as follows:
  - 3.3 The term of this Agreement may be extended for six additional months, effective January 1, 2007 through June 30, 2007, unless terminated earlier as provided herein.
4. Section 4.0 **CONTRACT SUM**, subsection 4.1 is amended to read as follows:
  - 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is \$4,306,127, hereinafter referred to as "Maximum Total Contract Sum". The maximum amount payable during each contract year of the term of this Agreement is \$1,230,322 in the first year, \$1,230,322 in the second and third optional years, hereinafter referred to as "Maximum Annual Contract Sum" and \$615,161 for the six months extension period.
5. Section 13.0 **ASSIGNMENT/DELEGATION OF RIGHTS**, is deleted in its entirety and replaced by the following to read:

### **13.0 ASSIGNMENT/DELEGATION OF RIGHTS**

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 13.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 13.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

- 6. Section 23.0 **TERMINATION FOR CONTRACTOR'S DEFAULT**, is deleted in its entirety and replaced to read as follows:

### **23.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

- 23.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Agreement, if, in the judgment of COUNTY's Program Manager:

23.1.1 CONTRACTOR has materially breached this Agreement;

23.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or

23.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

23.2 In the event COUNTY terminates this Agreement in whole or in part as provided [Sub-section 23.1](#), the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this [Section](#).

23.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in [Sub-section 23.2](#) if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this [Sub-section](#), the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.



23.4 If, after the COUNTY has given notice of termination under the provisions of this **Section**, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this **Section** or that the default was excusable under the provisions of **Sub-section 23.3**, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to **Section 25.0, Termination for Convenience**.

23.5 In the event the COUNTY terminates this Agreement in its entirety due to the CONTRACTOR's default as provided in **Sub-section 23.1**, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of **Sub-section 23.2**, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Agreement or otherwise.

23.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.0, **Indemnification**.

23.6 The rights and remedies of the COUNTY provided in this **Section** shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Section 25.0 **TERMINATION FOR CONVENIENCE**, is deleted in its entirety and replaced to read as follows:

## **25.0 TERMINATION FOR CONVENIENCE**

25.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR

specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

25.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

25.2.1 Stop work under this Agreement on the date and to the extent specified in such notice, and

25.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

25.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Agreement shall be maintained by the CONTRACTOR in accordance with Section 6.0, **Records and Audits**.

8. Section 26.0 **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is deleted in its entirety and replaced to read as follows:

## **26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible contractors.

26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Agreements which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the CONTRACTOR may have with the COUNTY.

- 26.3 The COUNTY may debar a Contractor if the Board of Supervisors, in its discretion, that the Contractor has done any of the following: (1) violated a term of an agreement with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a agreement with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 26.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 26.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the

debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

26.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

26.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

26.9 These terms shall also apply to Subcontractors of County CONTRACTORS.

9. Section 52.0 **INTERPRETATION OF CONTRACT**, subsection 52.5 is added to read as follows:

52.5 Warranty Against Contingent Fees

52.5.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

52.5.2 For breach of this warranty, the COUNTY shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10. Section 53.0 **CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**, is added to read as follows:

#### **53.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit M, the COUNTY seeks to ensure that all COUNTY contractors, which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

11. Section 54.0 **AMERICANS WITH DISABILITIES ACT (ADA)**, is added to read as follows:

#### **54.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

12. Exhibit B-1, Budget For Six Months, is added and incorporated by reference as attached.
13. Exhibit M, Charitable Contributions Certification, is added and incorporated by reference as attached.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE  
TO AGREEMENT NUMBER 74743 FOR  
KINSHIP EDUCATION, PREPARATION, AND SUPPORT TRAINING PROGRAM**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer Clerk of the Board of Supervisors thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Los Angeles County

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

THE COMMUNITY COLLEGE FOUNDATION  
CONTRACTOR

By \_\_\_\_\_

Name David R. Springett

Title President

By \_\_\_\_\_

Name Delia Johnson

Title Se. Vice President

68-0016439

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY [Signature]  
Kathy Bramwell, Senior Deputy County Counsel

## CHARITABLE CONTRIBUTIONS CERTIFICATION

The Community College Foundation  
 Company Name  
1901 Royal Oaks Drive, Sacramento, CA 95815  
 Address  
68-0016439  
 Internal Revenue Service Employer Identification Number  
CT55478  
 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (§8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

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OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

11/15/06  
 Date

David R. Springett, President  
 Name and Title (please type or print)

**MAIL TO:**  
Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 95823-4470  
Telephone: (916) 445-2021

**WEB SITE ADDRESS:**  
<http://ag.ca.gov/charities/>

## REGISTRATION/RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code  
11 CCR Sections 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code Section 12586.1.

IRS FORM 990 EXTENSIONS WILL BE HONORED. PLEASE SUBMIT WITH RRF-1 ALL IRS EXTENSION REQUESTS AND, WHERE APPLICABLE, IRS EXTENSION APPROVALS.



State Charity Registration Number <u>55418</u> <u>THE COMMUNITY COLLEGE FOUNDATION</u> <small>Name of Organization</small> <u>1901 ROYAL OAKS DR.</u> <small>Address (Number and Street)</small> <u>SAC. CA 95815</u> <small>City or Town, State and ZIP Code</small>		Check if: <input type="checkbox"/> Change of address <input type="checkbox"/> Amended report Corporate or Organization No. <u>01214279</u> Federal Employer I.D. No. <u>68-0016439</u>	
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PART A - ACTIVITIES	Yes	No
1. During your most recent full accounting period did your gross receipts or total assets equal \$100,000 or more?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<small>Note: If the answer is yes, you are required by Title 11 of the California Code of Regulations, §§311 and 312, to attach a check in the amount of \$25.00 to this report. Make check payable to Department of Justice.</small>		
2. For your most recent full accounting period (beginning <u>07/01/03</u> ending <u>06/30/04</u> ) list: Gross receipts \$ <u>19,516,270</u> Total assets \$ <u>7,916,847</u>		

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT		
<small>Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.</small>		
	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. During this reporting period, were the services of a professional fundraiser or fundraising counsel used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Organization's area code and telephone number ( <u>916</u> ) <u>418</u> <u>5100</u>		
Organization's e-mail address _____		
I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.		
<u>Tim Monos</u> <small>Signature of authorized officer</small>	<u>TIM MONOS</u> <small>Printed Name</small>	<u>CFO</u> <small>Title</small>
		<u>2/04/05</u> <small>Date</small>



**The Community College Foundation**  
**KEPS Program Budget January 1, 2007 - June 30, 2007**

**PROGRAM EXPENSES**

January 1, 2007 - June 30, 2007				TOTAL
A. SALARIES	Annual Salary	FTE	9 Months	
Senior Vice President	\$115,000	0.125	0.5	\$ 7,188
Operations Director	\$88,000	0.125	0.5	\$ 5,500
Project Manager	\$59,400	1.000	0.5	\$ 29,700
Deputy Program Manager	\$49,500	1.000	0.5	\$ 24,750
Database Administrator	\$44,000	0.500	0.5	\$ 11,000
Kinship Advocates	\$31,360	2.000	0.5	\$ 31,360
Admin Staff/Data Clerk	\$ 33,000	1.000	0.5	\$ 16,500
<b>Total Salaries</b>		<b>6.75</b>		<b>\$ 125,998</b>
<b>B. BENEFITS</b>	<b>Percentage of Salary</b>			
Medical/Dental		10.00%		\$ 12,600
Life Insurance		0.23%		\$ 290
Social Security		7.65%		\$ 9,639
State Unemployment		3.80%		\$ 785
Workman's Comp		0.57%		\$ 718
Professional Liability Insurance		2.75%		\$ 3,465
<b>Total Benefits</b>		<b>25.00%</b>		<b>\$ 27,478</b>
<b>C. CONSULTANT</b>				
Curriculum Service/Translation				\$ 6,501
Training				\$ 8,925
Network & Database Support				\$ 3,750
<b>Total Consultant</b>				<b>\$ 17,176</b>
<b>Total Salaries &amp; Benefits</b>				<b>\$ 170,660</b>
<b>D. FACILITY RENT LEASE</b>				<b>\$ 8,699</b>
<b>E. EQUIPMENT &amp; FURNITURE</b>				<b>\$ 2,250</b>
<b>F. SERVICES AND SUPPLIES</b>				
Telephones				\$ 2,364
Xerox/Printing				\$ 7,200
General Office Supplies				\$ 1,503
<b>Total Services And Supplies</b>				<b>\$ 11,067</b>
<b>G. TRANSPORTATION AND TRAVEL</b>				
Mileage & Parking				\$ 4,123
Travel & Conferences				\$ 3,450
<b>Total Transportation And Travel</b>				<b>\$ 7,573</b>
<b>Subtotal of Program Expenses</b>				<b>\$ 200,239</b>
<b>H. Administrative Overhead @15% of Prog. Expenses</b>		15%		<b>\$ 30,036</b>
<b>I. TOTAL COLLEGE SUBCONTRACTS (See Page 2 of Budget)</b>				<b>\$ 546,797</b>
<b>TOTAL GROSS COSTS OF PROGRAM</b>				<b>\$ 777,072</b>
<b>J. PROJECTED COUNTY ALLOCATION</b>				<b>\$ 615,161</b>
<b>K. IN-KIND MATCH</b>				
Community Colleges (See Page 2 of Budget)		21%		\$ 161,911
<b>L. TOTAL INCOME/REVENUE</b>				<b>\$ 777,072</b>

The Community College Foundation  
Calculation of Community College In-Kind Match  
C/YE January 1, 2007 to June 30, 2007

	A	B	C	D	E	F	G	H
	KEPS Series Assigned	Class Budget	SW & QA Budget For Colleges	Indirect Series	Total Direct & Indirect Budget	Actual Class Budg	Actual SW & QA Budget	Match
LA District								
LA City	Indirect @	\$7,740	\$3,271	\$5,064	\$18,064	\$	3,271	\$4,744
East LA	Indirect @	\$15,480	\$6,541	\$10,106	\$32,129	\$	6,541	\$9,489
Southwest	Indirect @	\$23,220	\$9,812	\$15,162	\$48,193	\$	9,812	\$14,283
Mission	Indirect @	\$11,610	\$4,906	\$7,501	\$24,097	\$	4,906	\$7,116
Pierce	Indirect @	\$7,740	\$3,271	\$5,064	\$18,064	\$	3,271	\$4,744
West LA	Indirect @	\$15,480	\$6,541	\$10,106	\$32,129	\$	6,541	\$9,489
Trade Tech	Indirect @	\$11,610	\$4,906	\$7,501	\$24,097	\$	4,906	\$7,116
Harbor	Indirect @	\$7,740	\$3,271	\$5,064	\$18,064	\$	3,271	\$4,744
PCC	Indirect @	\$3,870	\$1,636	\$1,652	\$7,157	\$	1,636	\$1,497
COMPTON	Indirect @	\$23,220	\$9,812	\$19,819	\$52,851	\$	9,812	\$18,890
Antelope Valley	Indirect @	\$7,740	\$3,271	\$2,587	\$13,598	\$	3,271	\$2,278
Rio Hondo	Indirect @	\$7,740	\$3,271	\$6,906	\$17,917	\$	3,271	\$6,297
Citrus Mt SAC (2)	Indirect @	\$15,480	\$6,541	\$10,700	\$32,912	\$	6,541	\$10,171
COC	Indirect @	\$3,870	\$1,636	\$3,303	\$8,808	\$	1,636	\$3,148
Caritas	Indirect @	\$7,740	\$3,271	\$8,067	\$17,277	\$	3,271	\$5,757
El Camino	Indirect @	\$3,870	\$1,636	\$834	\$6,339	\$	1,636	\$679
Long Beach City	Indirect @	\$3,870	\$1,636	\$1,652	\$7,157	\$	1,636	\$1,497
Unassigned Pool of Classes**	Indirect @	\$85,140	\$35,977	\$53,427	\$174,543	\$	35,977	\$50,021
	34	\$283,180	\$111,200	\$772,437	\$566,797	\$	111,200	\$181,911

\*\* The FNR of the unassigned pool of classes is the average of the FNRs of all the colleges.